

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

SHIRLEEN GRANVILLE,

Plaintiff,

v.

AETNA LIFE INSURANCE CO.,

Defendant.

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3:14-CV-00211
(JUDGE MARIANI)

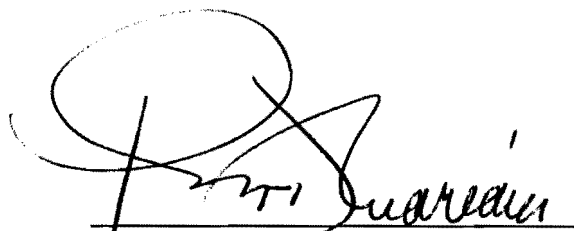
ORDER

AND NOW, THIS 15TH DAY OF DECEMBER, 2015, upon consideration of Plaintiff's Motion for Summary Judgment (Doc. 36), Defendant's Motion for Summary Judgment (Doc. 38), and all accompanying briefs, **IT IS HEREBY ORDERED THAT:**

1. Plaintiff's Motion for Summary Judgment (Doc. 36) is **GRANTED**.
2. Defendant's Motion for Summary Judgment (Doc. 38) is **DENIED**.
3. Judgment is **HEREBY ENTERED** in favor of the Plaintiff Shirleen Granville and against the Defendant Aetna Life Insurance Company.
4. Because Aetna's decision to deny benefits was founded on the "own occupation" standard applicable for the initial twenty-four month period of long term disability benefits, there remains the additional issue as to whether Plaintiff would qualify for benefits under the definition of disability that becomes applicable at the end of the initial twenty four months. That definition deems a participant "disabled on any day if [she] [is] not able to work at any reasonable occupation solely because of disease; or

injury.” Because no analysis was made of Plaintiff’s claim under that standard – for the reason that it had not yet become applicable – this Order does not address Plaintiff’s eligibility for long term disability benefits under the “any occupation” standard applicable after the initial twenty-four month period of LTD benefits. Had the Plaintiff been granted benefits, as she should have been, as of the effective date of January 11, 2012 based on the “own occupation” standard, the twenty-four month period would have expired on January 10, 2014. Those benefits are due and payable under this opinion. However, Plaintiff’s entitlement, if any, after January 10, 2014 under the “any occupation” standard is not before this Court. Should Plaintiff **within twenty eight (28) days** of the date this Order notify Aetna in writing that she continues to be disabled and wishes to have her claim of continued disability evaluated by Aetna for the payment of further benefits, this matter **IS REMANDED** to Aetna for the fulfillment of its evaluation responsibilities under the terms of the disability policy at issue.

5. The Clerk of Court is directed to **CLOSE** this case.



Robert D. Mariani
United States District Judge